PLEASE DELIVER TO: CITY CLERK MAIL BOX 3669

GRANT OF EASEMENT

II/W 24166-1A All correspondence in connection with contract should include Johnson 7

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THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, and the CITY OF LOS ANGELES, CALIFORNIA, a municipal corporation, hereinafter called the GRANTEE.  $\mathbf{p}_{i}$ 

WITNESSETH:

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WHEREAS, the GRANTEE has requested the conveyance of an easement for the construction, installation, maintenance, operation, repair and replacement of a Traffic Signal and Control System on, under and over certain Governmentowned property known as U. S. Naval Industrial Reserve Aircraft Plant, Torrance, California, hereinafter referred to as the Facility, the location of the Traffic Signal and Control System to be as more particularly described hereinafter; and

WHEREAS, the Secretary of the Navy has found that the grant of an easement on the terms and conditions herein stated will not be against the public interest.

NOW, THEREFORE, in consideration of this grant and of the mutual benefits arising therefrom and subject to the provisions and conditions hereinafter set forth, the GOVERNMENT pursuant to the authority of Title 10, United States Code, Section 2668, mereby conveys to the GRANTEE, its successors in interest and assigns, an easement for a period not to exceed fifty (50) years from the date of execution hereof, for the construction, installation, maintenance operation, repair and replacement of a Traffic Signal and Control System, hereinafter referred to as the System, such easement being on, under and over the following-described land, hereinafter called the Premises: - - Ton Amendae Toe Angeles County.

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to The City of Los Angeles, a municipal corporation, is hereby accepted under the authority of the City Council of The City of Los Angeles, pursuant to Ordinance No. 110847, dated February 6, 1958, and the grantee consents to the macandation thereof by its duly sutherized officer. consents to the recordation thereof by its duly suthorized officer

Dated	MAY	1	3	1958	

Director

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RECORDED AT THE REQUEST OF THE CITY OF LOS ANGELES

Bureau of Right of Way and Land

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A parcel of land in the City of Los Angeles, Los Angeles County, California, in that part of Rancho San Pedro Allotted to Maria de los Reyes Domingues in Case No. 3281 in the District Count of the First Judicial District of California, described as follows:

Beginning at the intersection of the center lines of 190th Street 66 feet wide and Normandie Avenue 66 feet wide, as shown on Record of Survey filed in Book 52, Page 47 of Record of Surveys of said Los Angeles County; thence along said center line South 890 56' West 1185 feet; thence leaving said center line South 00 03' 14" East 36.00 feet to the North line of that certain parcel of land conveyed to the United States of America by deed recorded in Book 40472, Page 23, Official Records of said County, the true point of beginning;

Approved for Recorded

Description Approved Lyall A. Pardet, City Engineer by R. B. Hairland, Deputy JAN 151958 by Proches

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thence leaving said North line South 30° 54' 35" West 58.28 feet; thence South 89° 56' 46" West 70.00 feet; thence North 31° 01' 04" West 58.28 feet to said north line; thence North 89° 56' 46" East 130.00 feet along said north line to the true point of beginning, containing 0.115 acres more or less.

the location of this easement being more particularly set forth and described on a map entitled "Employment Sign Layout, Douglas Aircraft Co. Inc. Drawing B-701-1-2017", copy of which, marked Exhibit "A", is attached hereto and made a part hereof.

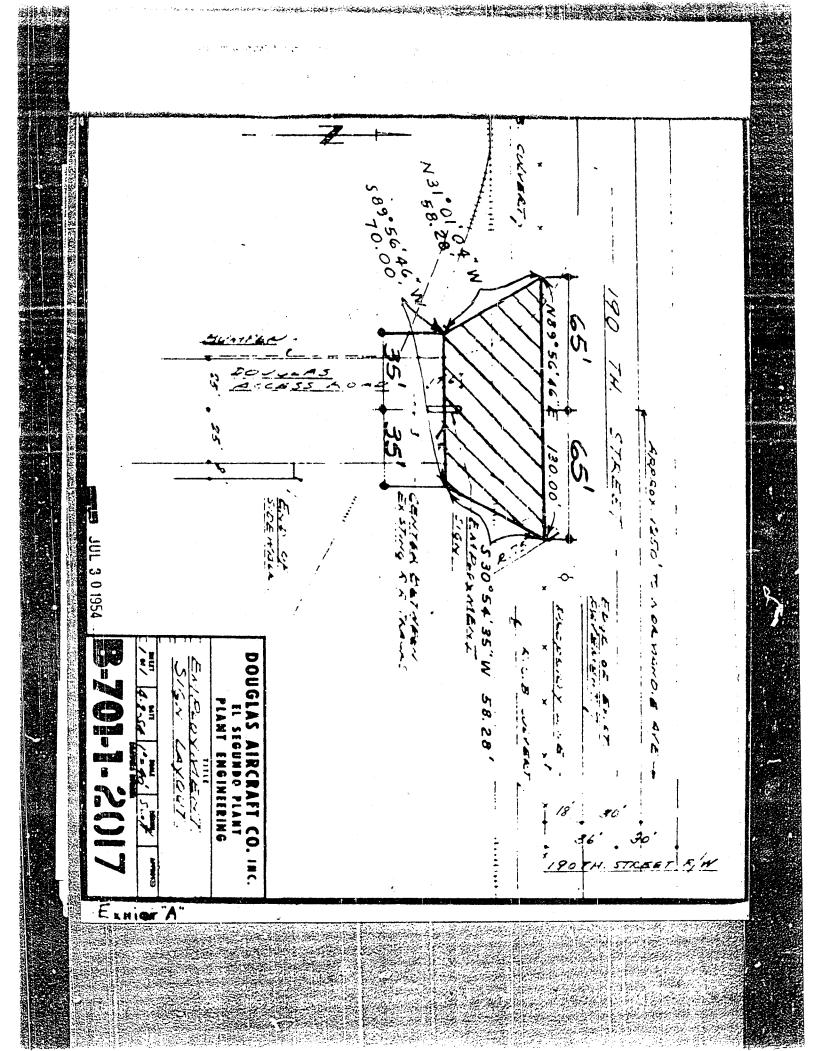
THIS EASEMENT is granted subject to the following provisions and conditions.

- 1. That the construction, installation, operation, maintenance, relocation or removal of the System shall be accomplished without cost and expense to the GOVERNMNET.
- 2. That all plans for construction, reconstruction, installation, operation, maintenance, relocation or removal of the System shall be submitted to the District Public Works Officer, Eleventh Mayal District, for approval prior to commencement of the work.
- 3. That the CRANTEE shall maintain said System in good condition and shall promptly make all repairs thereto which will be necessary for the operation and the maintenance of said System.
- 4. That the CRANTEE shall be responsible to the GOVERNMENT for all loss of or damge to GOVERNMENT property arising out of the exercise by the GRANTEE of the easement rights herein. That any property of the GOVERNMENT damaged or destroyed by the GRANTEE incident to the exercise of the privileges granted hereunder, shall be promptly repaired or replaced by the GRANTEE to the satisfaction of the GOVERNMENT, or in lieu of such repair or replacement, the GRANTEE, if so required by the GOVERNMENT, shall pay to the GOVERNMENT an amount sufficient to compensate for the loss sustained by the GOVERNMENT by reason of damages to or destruction of the GOVERNMENT'S property.
- 5. That the GRANTEE shall hold harmless the GOVERNMENT from any third party claim arising out of the exercise by the GRANTEE of the easement rights herein, except to the extent that such third party claim is solely attributable to the GOVERNMENT'S negligence in its activities at the Facility.
- 6. That the GOVERNMENT shall have the right to prescribe, from time to time, reasonable rules and regulations with respect to the exercise of the

GRANTEE's rights, in order to insure that such exercise is without interference with the GOVERNMENT's use and enjoyment of the Facility.

- 7. That the GOVERNMENT may use the Premises for any purpose which does not create an unreasonable interference with the use and enjoyment by the GRANTEE of the easement rights granted herein.
- 8. That if at any future time it is determined by the GOVERNMENT that the Grant interferes with the full use and enjoyment of the Facility by the GOVERNMENT, the GRANTEE shall relocate the System if a substitute site can be found; if no substitute site can be found, the Grant shall terminate.
- 9. That the GRANTEE, upon completion of the installation of the System, and the making of any repairs thereto, or relocation, shall restore all portions of the Premises affected by the work of the GRANTEE to the same or as good condition as that existing prior to commencement of such work to the satisfaction of the District Public Works Officer, Eleventh Naval District.
- 10. That all or any part of the right of way herein granted may be terminated for failure to comply with any or all of the terms and conditions of this grant; and, in any event, this ensement shall be terminated for non-use for a period of two years or abandonment of the rights granted herein.
- on earlier termination, surrender, forfeiture and/or annulment of this easement, the GRANTEE, if so requested by the GOVERNMENT, and within such time as the GOVERNMENT may indicate, shall remove the System from the GOVERNMENT's land and restore the land to a condition satisfactory to the GOVERNMENT. In the event that the GRANTEE shall fail, neglect, or refuse to remove said System and so restore the land, the GOVERNMENT shall have the option to take over the said System as the property of the GOVERNMENT, without compensation therefor, or to remove the said System and perform the restoration work as aforesaid at the expense of the GRANTEE, and in no event shall the GRANTEE have any claim for damages against the GOVERNMENT, its officers, servants or agents, by reason of the taking over of said System or by reason of its removal.

IN WITNESS WHEREOF, the GOVERNMENT, acting by and through the Department				
of the Navy, has caused this instrument to be executed on this 3014				
day of Systember, 1957.				
UNITED STATES OF AMERICA				
By M. E. Scaulan				
M. E. SCANIAN LCDR (CEC) USN By direction of the Chief of the Bureau of Yards & Docks, acting under the direction of the Secretary of the Navy.				
COMMONWEALTH OF VIRGINIA ) to-wit:				
on this 30 th day of September, 1957, before me, Seel S. Lunkford,				
Notary Public, personally appeared				
, known to me to be the person				
whose name is subscribed to the within instrument, and acknowledged				
that he executed the same.				
Notary Public  Notary Public  My Commission Expires Cetaber 31, 1880  My Commission expires				
RECORDED IN OFFICIAL RECORDS LOS ANGELES COUNTY, CALIF. RAY E. LEE, RECORDER				
MAY 13 3 38 PM '58				



	R/W No24166
CHITED STATES OF AMERICA, Department of the Eavy The City of Los Angeles	Normandia comus (Traffic Signals)  C.E.  216-12-3
Daied Jept. 30, 1857	Checked as to parties, marital status, dates, signatures, acknowledgments and corporate seal.
	By Brown Agent III COFFICE
TANKI TANKI	A M. P. Co. S. Authority HAY
40	By Principal Real Estate Agent.  FEB 1 4 1558  Approved as to descriptions 19
NO MUT WERTE ON TRIS SIDE.	City Engineer.  E. B. HALSTED
POW OR	Approved as to form WAR 1 8 1958 19
When Recorded Return to Director Bureau of Right of Way and Land DEPARTMENT OF PUBLIC WORKS City of Los Angeles	By PAUL TONE Deputy.
DivisiDIGNET OF WAY DIST.  Pirsted 5 - 12-5 D.M. 7.2  By dec Survey CE  Conditions 11 D. Escroy	MAY 13 1858 19.  Council File No. 84286